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RICHARD W. WIEKING
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NORTHERN DISTRICT OF CALIFORNIA
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Attorneys for Plaintiffs
SAMUEL DIGIACOMO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

SAMUEL DIGIACOMO,
Plaintiff,

v.

EX'PRESSION CENTER FOR NEW
MEDIA, INC., d/b/a EX'PRESSION
COLLEGE FOR DIGITAL ARTS, and
Does 1 through 100,

Defendants.

CASE NO.

C08-01768**COMPLAINT**

- 29 U.S.C. § 794
- Calif. Gov. Code §§ 11135 & 11139
- California Unruh Civil Rights Act
- Calif. B.&P.C. § 17200
- California Common Law Right To Fair Procedure
- Declaratory Relief

DEMAND FOR A JURY TRIAL**JURISDICTION AND VENUE**

1. This court has subject matter jurisdiction under 28 U.S.C. section 1331, in that this case arises under the laws of the United States and 28 U.S.C. sections 2201 and 2202.

2. The court has supplemental jurisdiction under 28 U.S.C. section 1367(a) in that the state law claims of plaintiff SAMUEL DIGIACOMO ("DIGIACOMO") are so related to the claims over which the Court exercises original jurisdiction that they form part of the same case or

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

60 44 SEC. N
NOTICE OF ASSIGNMENT
TO MAGISTRATE JUDGE SENT

1 controversy under Article III of the United States Constitution.

2 3. Venue is proper in this judicial district pursuant to 28 U.S.C. section 1391(b, c)
3 because the events giving rise to the claims of DIGIACOMO occurred within the District, and
4 because defendant EX'PRESSION CENTER FOR NEW MEDIA, INC., d/b/a EX'PRESSION
5 COLLEGE FOR DIGITAL ARTS (hereinafter referred to as "the School") conducted activities
6 giving rise to the claims of DIGIACOMO within the District.

7 **INTRADISTRICT ASSIGNMENT**

8 4. Intradistrict assignment of this matter to the Oakland Division of this Court is
9 appropriate pursuant to Civil Local Rule 3-2(c, d). The events, action, and omissions which give
10 rise to the claims of plaintiff DIGIACOMO occurred in Alameda County.

11 **THE PARTIES**

12 5. Plaintiff SAMUEL DIGIACOMO is an individual, aged 24 years. Eight years ago
13 DIGIACOMO was diagnosed with Asperger's Syndrome, a form of autism characterized by,
14 among other traits, difficulty with social interactions. DIGIACOMO has suffered from this
15 disability his entire life. At all times relevant, he was and is a resident of Alameda County.

16 6. EX'PRESSIONS COLLEGE FOR DIGITAL ARTS is a California-based business
17 located at 6601 Shellmound Street, Emeryville, California, and at all times relevant is and was the
18 dba for EX'PRESSION CENTER FOR NEW MEDIA, INC., a Delaware corporation. The
19 School receives funding from the State of California and the Federal Government, and provides
20 Federal student aid to its students. The business and activities of the School are to provide
21 education to students, such as DIGIACOMO.

22 7. On information and belief DIGIACOMO alleges that Defendants DOES 1 through
23 100 did act or failed to act in a manner that aided, abetted, and encouraged and has contributed to
24 the acts and omissions noted herein that have adversely affected the interests and rights of
25 DIGIACOMO. Further, some of DOES 1 through 100 were managers, officers, and supervisors
26 of other Defendants herein, and were in a position to influence or were in control of operations
27 that adversely affected the rights and interests of DIGIACOMO. Further, all of the Defendants
28 DOES 1 through 100, in whatever form they exist or existed, whether corporate, LLC, LLP, or

1 individual, planned and participated in and furthered a common scheme that contributed to the
2 acts and omissions noted herein that have adversely affected the interests and rights of
3 DIGIACOMO.

4 8. On information and belief DIGIACOMO alleges that, at all times mentioned in
5 this complaint, each Defendant was the agent of the other(s), was acting within the scope and
6 course of their agency, and all acts and omissions alleged to have been committed by any one of
7 them was committed on behalf of every other Defendant.

8 9. The true names of DOES 1 through 100 are unknown to DIGIACOMO at this
9 time. When their identities are ascertained, the complaint shall be amended to reflect their true
10 names.

11 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

12 10. On September 18, 2006, seeking to better himself and contribute to society,
13 DIGIACOMO applied to and was accepted by the School in order to learn computer graphic
14 skills. He was accompanied by Jacqueline DiGiacomo (his mother), who explained to the
15 School's staff that DIGIACOMO suffers from Asperger's Syndrome and that accommodation for
16 his condition may be required. As such, from the beginning, the School was on notice of his
17 condition, and of the need to make allowance for his disability. Copies of documents describing
18 his diagnosis were offered to the staff to illustrate the nature of his condition. DIGIACOMO was
19 accepted, and qualified for limited federal student aid. In order to pay for his tuition and
20 expenses, it was also necessary for him to take out loans from Citibank and Sallie Mae. As such,
21 he incurred substantial financial obligations in reliance on the School's acceptance of him as a
22 student.

23 11. In October, 2006, DIGIACOMO moved into an off-campus apartment with two
24 roommates, Jaykob "Jay" Carreon, whose mother, Margarita Carreon, was the lease-holder, and a
25 man named Zach, who was also a student at the School. Orientation and classes also began at
26 that time.

27 12. Thereafter, DIGIACOMO successfully completed three semesters at the school.

28 13. In January, 2007, a student named Terrence Brewer ("Brewer") was allowed to

1 stay in the apartment on a temporary basis, since he was allegedly low on funds. DIGIACOMO
2 is informed and believes and thereon alleges that, unfortunately, Brewer was a drug addict at that
3 time.

4 14. In February, 2007, Brewer was evicted from the apartment for non-payment of
5 rent.

6 15. On March 4, 2007, Brewer burst into the apartment uninvited, had an argument
7 with DIGIACOMO, and then kicked in the door of the apartment. The Emeryville Police
8 Department was called and responded. DIGIACOMO and Carreon requested that charges be
9 filed against Brewer. Brewer was cited by Emeryville Police Department for vandalism and
10 destruction of property, and was then released. Brewer at the time falsely claimed to the police
11 that DIGIACOMO had held a knife to his throat and threatened to stab him, and demanded that
12 the police charge DIGIACOMO with assault. Because eyewitnesses did not corroborate Brewer's
13 story and he bore no physical signs of assault, the Emeryville Police found Brewer's claims
14 groundless, and dismissed his allegations.

15 16. On March 29, 2007, Brewer sought a restraining order against DIGIACOMO,
16 which was issued but never served on DIGIACOMO. In his declaration in support of the order,
17 Brewer made the same false claims about the actions of DIGIACOMO that were made to and
18 rejected by the Emeryville Police Department on March 4, 2007.

19 17. By letter sent on or about April 4, 2007, the School informed DIGIACOMO that
20 he was expelled based on the allegations of Brewer's restraining order. The School did not
21 provide DIGIACOMO with a hearing or an opportunity to contest the false and misleading
22 accusations that Brewer made. Moreover, the School did not bother to ascertain the veracity of
23 the claims made in the restraining order, did not bother to ascertain if the order had been served or
24 contested, did not bother to assess Brewer's credibility as a witness, and did not bother to check
25 with the Emeryville Police Department to ascertain if the facts that Brewer alleged had any truth
26 to them whatsoever.

27 18. The acts and omissions of the School set forth herein were done in reckless and
28 intentional disregard of DIGIACOMO's rights and interests.

FIRST CAUSE OF ACTION

Violation Of Rehabilitation Act of 1973 By The School And DOES 1-100

(29 U.S.C. § 701 et seq.)

19. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18, inclusive, as though fully set forth herein.

20. This cause of action arises under 29 U.S.C. § 794.

21. As noted herein, DIGIACOMO is an individual with a disability that a) substantially limits his major life activities, b) has a record of such impairment, and c) is regarded as having such an impairment. He is qualified to attend the School as shown by his acceptance and successful completion of three semesters.

22. Federal financial assistance is extended to the School, a corporation principally engaged in providing education.

23. By acting and failing to act as set forth herein, the School and DOES 1-100 discriminated against DIGIACOMO on the basis of his disability, violated their duty to engage in an interactive process with him concerning his disability, and violated their duty to provide him with reasonable accommodation concerning his disability.

24. As a result, DIGIACOMO was summarily excluded from participating in the education provided by the School, an activity receiving federal financial assistance.

25. As a direct and proximate result of the acts and omissions of the Defendants, DIGIACOMO has suffered injury, loss, and damage in that he has been deprived of completing his educational course of study and learning, he expended moneys for tuition and educational and living expenses, and he incurred loans to finance his education at the School which must now be repaid even though the School has deprived him of the benefits of an education.

26. In acting as alleged herein, Defendants acted knowingly, willfully, and maliciously, with reckless and callous disregard for DIGIACOMO's federally protected rights.

27. As a result of the actions and omissions of Defendants, DIGIACOMO has suffered and will continue to suffer extreme hardship and actual and impending irreparable injury, loss, and damages in that his expulsion greatly impairs his ability to be accepted at another school or to

1 pursue further education.

2 28. DIGIACOMO has no adequate or speedy remedy at law for the conduct of
3 Defendants described herein because his expulsion greatly impairs his ability to be accepted at
4 another school or to pursue further education. Further, DIGIACOMO is burdened with loans that
5 were taken out to pay for his education, and which now he must repay even though he has no
6 income or means for making said payments.

7 29. Wherefore, DIGIACOMO prays judgment against Defendants for a permanent
8 injunction, compensatory damages, punitive damages, reasonable attorney's fees, costs of the suit
9 herein, and such other relief as the Court deems proper, all as stated hereinafter.

10 **SECOND CAUSE OF ACTION**

11 **Discrimination In State-Funded Programs By The School And DOES 1-100**

12 **(California Government Code §§ 11135 & 11139)**

13 30. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18,
14 23, and 25, inclusive, as though fully set forth herein.

15 31. Financial assistance by the State of California is extended to the School, a
16 corporation principally engaged in providing education.

17 32. DIGIACOMO is disabled in that he suffers from autism, a mental disability within
18 the meaning of § 12926 of the California Government Code.

19 33. As a result, DIGIACOMO was summarily excluded from participating in the
20 education provided by the School, an activity receiving state financial assistance.

21 34. As a result of the actions and omissions of Defendants, DIGIACOMO has suffered
22 and will continue to suffer extreme hardship and actual and impending irreparable injury, loss,
23 and damages in that his expulsion greatly impairs his ability to be accepted at another school or to
24 pursue further education.

25 35. DIGIACOMO has no adequate or speedy remedy at law for the conduct of
26 Defendants described herein because his expulsion greatly impairs his ability to be accepted at
27 another school or to pursue further education. Further, DIGIACOMO is burdened with loans that
28 were taken out to pay for his education, and which now he must repay even though he has no

1 income or means for making said payments.

2 36. Wherefore, DIGIACOMO prays judgment against Defendants for a permanent
3 injunction, costs of the suit herein, and such other relief as the Court deems proper, all as noted
4 hereinafter.

5 **THIRD CAUSE OF ACTION**

6 **Violation Of The Unruh Civil Rights Act By The School And DOES 1-100**

7 **(California Civil Code § 51)**

8 37. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18,
9 21, 23, and 32, inclusive, as though fully set forth herein.

10 38. The School is a business establishment within the meaning of § 51(b) of the
11 California Civil Code.

12 39. As noted herein, DIGIACOMO sought an education from the School in order to
13 garner those benefits that derive therefrom.

14 40. Defendants denied DIGIACOMO the services, advantages, education, facilities,
15 and privileges provided to others for the reasons noted herein.

16 41. As a result, DIGIACOMO was summarily excluded from participating in the
17 education provided by the School.

18 42. As a direct and proximate result of the acts and omissions of the Defendants,
19 DIGIACOMO has suffered injury, loss, and damage in that he has been deprived of completing
20 his educational course of study and learning, he expended moneys for tuition and educational and
21 living expenses, and he incurred loans to finance his education at the School which must now be
22 repaid even though the School has deprived him of the benefits of an education.

23 43. In acting as alleged herein, Defendants acted knowingly, willfully, and
24 maliciously, with reckless and callous disregard for DIGIACOMO's rights.

25 44. As a result of the actions and omissions of Defendants, DIGIACOMO has suffered
26 and will continue to suffer extreme hardship and actual and impending irreparable injury, loss,
27 and damages in that his expulsion greatly impairs his ability to be accepted at another school or to
28 pursue further education.

45. DIGIACOMO has no adequate or speedy remedy at law for the conduct of Defendants described herein because his expulsion greatly impairs his ability to be accepted at another school or to pursue further education. Further, DIGIACOMO is burdened with loans that were taken out to pay for his education, and which now he must repay even though he has no income or means for making said payments.

46. Wherefore, DIGIACOMO prays judgment against Defendants for a permanent injunction, compensatory damages, statutory penalties pursuant to § 52 Civil Code in an amount equal to three times compensatory damages (but not less than \$4,000), punitive damages, reasonable attorney's fees, costs of the suit herein, and such other relief as the Court deems proper, all as noted hereinafter.

FOURTH CAUSE OF ACTION

Violation Of The Unfair Business Practices Act By The School And DOES 1-100 (California B.&P.C. § 17200)

47. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18 and 42, inclusive, as though fully set forth herein.

48. Defendants have knowingly and intentionally violated 29 U.S.C. § 794, California Government Code §§ 11135 and 11139, and the California Unruh Civil Rights Act, as noted in the First, Second, and Third Causes of Action, hereinabove.

49. By committing the acts as noted herein, Defendants have engaged in unlawful business practices that constitute unfair competition within the meaning of Section 17200 of the California Business & Professions Code.

50. As a result of the actions and omissions of Defendants, DIGIACOMO has suffered and will continue to suffer extreme hardship and actual and impending irreparable injury, loss, and damages in that his expulsion greatly impairs his ability to be accepted at another school or to pursue further education.

51. DIGIACOMO has no adequate or speedy remedy at law for the conduct of Defendants described herein because his expulsion greatly impairs his ability to be accepted at another school or to pursue further education. Further, DIGIACOMO is burdened with loans that

1 were taken out to pay for his education, and which now he must repay even though he has no
2 income or means for making said payments.

3 52. Wherefore, DIGIACOMO prays judgment against Defendants for a permanent
4 injunction, restitution of all moneys paid to the School, costs of the suit herein, and such other
5 relief as the Court deems proper, all as stated hereinafter.

6 **FIFTH CAUSE OF ACTION**

7 **Violation Of The California Common Law Right To Fair Procedure By**

8 **The School And DOES 1-100**

9 53. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18,
10 inclusive, as though fully set forth herein.

11 54. The acts and omissions of Defendants may cause individuals, such as
12 DIGIACOMO, to be expelled or to be excluded pursuant to a decision-making process that is not
13 substantially rational or procedurally fair.

14 55. The School, by accepting State and Federal funds, affects the public interest by
15 providing educational services, and as such is quasi-public in nature.

16 56. The exclusion of an individual by capricious and arbitrary action, especially by an
17 expulsion of the type noted herein and when done in violation of 29 U.S.C. § 794, California
18 Government Code §§ 11135 and 11139, and the California Unruh Civil Rights Act, as noted in
19 the First, Second, and Third Causes of Action, hereinabove, imposes substantial economic
20 ramifications thereby upon such individuals, such as DIGIACOMO. As noted, DIGIACOMO has
21 not only been burdened with loans and the loss of moneys paid for an education he will not
22 receive, he has suffered the scarlet letter of being expelled, which has vastly reduced if not
23 eliminated his ability to successfully seek other educational services in his chosen field of
24 endeavor.

25 57. The acts and omissions of Defendants as set forth herein constitute a violation of
26 DIGIACOMO's rights under the California common law right to fair procedure.

27 58. As a direct and proximate result of the acts and omissions of Defendants,
28 DIGIACOMO has suffered injury, loss, and damage in that he has been deprived of completing

1 his educational course of study and learning, he expended moneys for tuition and educational and
2 living expenses, and he incurred loans to finance his education at the School which must now be
3 repaid even though the School has deprived him of the benefits of an education.

4 59. In acting as alleged herein, Defendants acted knowingly, willfully, and
5 maliciously, with reckless and callous disregard for DIGIACOMO's rights.

6 60. As a result of the actions and omissions of Defendants, DIGIACOMO has suffered
7 and will continue to suffer extreme hardship and actual and impending irreparable injury, loss,
8 and damages in that his expulsion greatly impairs his ability to be accepted at another school or to
9 pursue further education.

10 61. DIGIACOMO has no adequate or speedy remedy at law for the conduct of
11 Defendants described herein because his expulsion greatly impairs his ability to be accepted at
12 another school or to pursue further education. Further, DIGIACOMO is burdened with loans that
13 were taken out to pay for his education, and which now he must repay even though he has no
14 income or means for making said payments.

15 62. Wherefore, DIGIACOMO prays judgment against Defendants for a permanent
16 injunction, compensatory damages, punitive damages, costs of the suit herein, and such other
17 relief as the Court deems proper, all as stated hereinafter.

18 **SIXTH CAUSE OF ACTION**

19 **Declaratory Relief Against The School And DOES 1-100**

20 **(28 U.S.C. § 2201 and California Code of Civil Procedure § 1060)**

21 63. DIGIACOMO incorporates the allegations set forth in Paragraphs 1 through 18, 20
22 through 29, 31 through 36, 38 through 46, 48 through 52, and 54 through 62, inclusive, as though
23 fully set forth herein.

24 64. An actual controversy has arisen and now exists between DIGIACOMO, on the
25 one hand, and Defendants, on the other hand, concerning their respective rights and duties, in that
26 DIGIACOMO contends that Defendants are unlawfully discriminating against him on the basis of
27 this disability, engaging in unfair business practices, and violating the common law right to fair
28 procedure, and should reimburse DIGIACOMO for his past outlays, compensate DIGIACOMO

1 for his damages and losses, and cancel or pay off all accounts receivable and loans outstanding to
2 the School and to any third party as a result of the acts and omissions of Defendants. In contrast
3 Defendants dispute these contentions and contends that they acted properly, and owe no duty to
4 compensate DIGIACOMO for his damages and losses, or to pay or reimburse any costs or loans,
5 or to cancel any accounts receivable as a result of their acts and omissions.

6 65. DIGIACOMO desires a judicial determination of his rights and duties, and a
7 declaration as to the liability of Defendants under law to reimburse DIGIACOMO for his past
8 outlays, compensate DIGIACOMO for his damages and losses, and cancel or pay off all accounts
9 receivable and loans outstanding to the School and to any third party as a result of the acts and
10 omissions of Defendants.

11 66. A judicial determination is appropriate and necessary at this time under the
12 circumstances in order that DIGIACOMO may ascertain his rights and duties, be relieved of the
13 financial and other burdens as set forth herein, and receive compensation for the detriment and
14 damages noted.

15 67. Further, DIGIACOMO seeks injunctive relief pursuant to 28 U.S.C. § 2202 and
16 §§ 525 et seq. C.C.P. DIGIACOMO seeks injunctive relief requiring Defendants to
17 reimbursement for all payments made to the School, cancel all accounts receivable, cancel all
18 loans outstanding to the School and third parties, expunge the records of the School to remove all
19 references to the suspension or expulsion, and issue a written apology to DIGIACOMO for its
20 improper and inappropriate acts and omissions, as noted herein.

21 68. In addition, DIGIACOMO is entitled to his attorney's fees and costs of suit herein
22 as provided at law.

23 PRAYER FOR RELIEF

24 Wherefore, DIGIACOMO prays for relief against Defendants as follows:

25 1. With respect to the First through Sixth causes of action, for an injunction requiring
26 Defendants to:

- 27 • Cancel all outstanding invoices, and refund all moneys paid by or on behalf
28 of DIGIACOMO to the School.

- Repay or cause to be cancelled all applicable loans which DIGIACOMO incurred, and refund to DIGIACOMO all payments made by him or on his behalf on these loans.
- Remove from records of the School any and all references to a suspension or expulsion.
- Provide a letter to DIGIACOMO apologizing for the improper and precipitous action.

2. With respect to the First, Third, Fifth, and Sixth causes of action, for general and compensatory damages in an amount to be proven at trial.

3. With respect to the Third and Sixth causes of action, for statutory penalties pursuant to § 52 of the California Civil Code in an amount equal to three times the general and compensatory damages (but not less than \$4,000).

4. With respect to the Fourth and Sixth causes of action, for restitution of all funds paid to the School.

5. With respect to the First, Third, Fifth, and Sixth causes of action, for exemplary and punitive damages.

6. With respect to the First, Third, and Sixth causes of action, for attorney's fees pursuant to 42 U.S.C. § 1988 and Section 52 of the California Civil Code.

7. For costs of suit incurred herein.


8. For prejudgment interest on all damages as authorized by law.

9. For such other and further relief as this Court deems just and proper.

Dated: April 2, 2008

ROPER, MAJESKI, KOHN & BENTLEY

By:


THOMAS H. CLARKE, JR.
TIMOTHY A. DOLAN
Attorneys for Plaintiff
SAMUEL DIGIACOMO


DEMAND FOR JURY TRIAL

Pursuant to FRCP 38(b), DIGIACOMO demands a jury trial in this matter.

Dated: April 2, 2008

ROPERS, MAJESKI, KOHN & BENTLEY

By:


THOMAS H. CLARKE, JR.
TIMOTHY A. DOLAN
Attorneys for Plaintiff
SAMUEL DIGIACOMO

Ropers Majeski Kohn & Bentley
A Professional Corporation
San Francisco

The JS 44 civil cover sheet and the information contained on neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

SAMUEL DIGIACOMO

(b) County of Residence of First Listed Plaintiff **Alameda**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
THOMAS H. CLARKE, JR.
ROPERS, MAJESKI, KOHN & BENTLEY
201 Spear Street, Suite 1000, San Francisco, CA 94102
Tel: (415) 543-4800; Fax: (415) 972-6301

DEFENDANTS

EXPRESSION CENTER FOR NEW MEDIA, INC., d/b/a
EXPRESSION COLLEGE FOR DIGITAL ARTS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State. | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|--|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input checked="" type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. § 794

Brief description of cause:

Plaintiff/student's expulsion from school violated his civil rights

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)

(PLACE AND "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

April 2, 2008

[Signature]